



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460


# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

June 02, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

44 OF JUNE 2, 2015

  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**AMENDMENTS TO SERVICES CONTRACT NOS. 76597, 76605, AND 76606 FOR  
ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES  
IN THE UNINCORPORATED COUNTY AREAS OF  
ZERO-TOLERANCE ZONES 1C, 2A, AND 3A  
(SUPERVISORIAL DISTRICTS 2 AND 3)  
(3 VOTES)**

### **SUBJECT**

This action is to amend three contracts for graffiti removal services in the zero-tolerance zones within the unincorporated County areas of Florence/Firestone and Supervisorial District 3 to extend Contract Nos. 76597, 76605, and 76606 on a month-to-month basis for up to 12 months until replacement contracts are awarded.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services continue to be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Approve amending Contract Nos. 76597, 76605, and 76606 with Woods Maintenance Service, Inc., d.b.a. Graffiti Control Systems, for graffiti removal services to enable these contracts to continue on a month-to-month basis for up to 12 months starting July 1, 2015, at a monthly amount of \$24,130 and at an annual aggregate amount up to \$289,560 for Zone 1C - Florence/Firestone; at a monthly amount of \$22,325 and at an annual aggregate amount up to \$267,900 for Zone 2A - Florence/Firestone; and at a monthly amount of \$5,225 and at an annual aggregate amount up to

\$62,700 for Zone 3A - Florence/Firestone within the unincorporated County areas of Supervisorial District 3.

4. Authorize the Director of Public Works or her designee to increase these contracts amount up to an additional 10 percent of the annual contracts' sum for unforeseen, additional work within the scope of the contracts, if required.

5. Authorize the Director of Public Works or her designee to execute the amendments upon proper execution by the contractor and approval as to form by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to continue these contracts on a month-to-month basis starting July 1, 2015, for up to 12 months. The Department of Public Works started the solicitation process and the consolidation plan of various graffiti removal contracts within the supervisorial districts several months ago. In addition, Public Works started a plan to generate a comprehensive list of as many qualified contractors as possible to encourage participation in County solicitations and continues to expand the list to include as many qualified contractors as possible while outreaching to small businesses. A broader base of participation, which includes small businesses, has been proven to provide Public Works with a competitive advantage in contracting with the private sector. The extension for these contracts is necessary to ensure the continuation of graffiti removal services in the zero-tolerance zones within the unincorporated County areas of Florence/Firestone and Supervisorial District 3. This extension will provide enough time for Public Works to appropriately incorporate prevailing wage requirements in compliance with Senate Bill 854 enacted in June 2014.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting this goal.

### **FISCAL IMPACT/FINANCING**

The requested aggregate annual total amount of \$289,560 for Zone 1C, the aggregate annual amount of \$267,900 for Zone 2A, and the aggregate annual amount of \$62,700 for Zone 3A are for the 12-month period plus an additional 10 percent of the annual contracts' sum for unforeseen, additional work within the scope of the contracts, if required.

Funding for these services, including an additional 10 percent funding for contingencies, is included in the Public Works General Fund, Road Fund, and Special Road Districts Fiscal Year 2015-16 Budgets.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On June 10, 2008, Agenda Item 36, the Board approved Contract Nos. 76597, 76605, and 76606 for an initial 1-year period with four 1-year renewal options for a total contract period of 5 years commencing on July 1, 2008, in the annual contract amount of \$282,000 for Zone 1C - Florence/Firestone; in the annual contract amount of \$282,000 for Zone 2A - Florence/Firestone; and

in the annual contract amount of \$66,000 for Zone 3A – Florence/Firestone within the unincorporated County areas of Supervisorial District 3 with Woods Maintenance Services, Inc., d.b.a. Graffiti Controls System, located in North Hollywood, California.

On April 30, 2009, Amendment 1 to Contract No. 76597 was enacted to include additional services of photography of all graffiti vandalism by the contractor for submission to Graffiti Tracker, Inc., for analysis. In accordance with the motion passed by the Board on June 16, 2009, Amendment 2 to Contract No. 76597 and Amendment 1 to Contract Nos. 76605 and 76606 were amended on October 1, 2009, to extend each contract for 2 years in exchange for a 5 percent cost reduction of all rates.

The amendments will commence on July 1, 2015, and will extend the contracts on a month-to-month basis for up to 12 months and will supplement the contracts in order for Public Works to complete the solicitation process for replacement contracts. All terms, conditions, requirements, prices, and specifications of these contracts will remain unchanged.

These amendments, which are substantially reflected in the enclosed form (Enclosures A, B, and C), will continue the contracts' current terms, specifications, and conditions. The Director of Public Works or her designee will execute the amendments in accordance with the Board's authorization and only upon proper execution by the contractor and approval as to form by County Counsel.

The contractor will continue to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to these contracts, as County employees can perform these contracted services. These contracts comply with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will continue to pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board and will comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services continue to be performed more economically by the private sector.

### **ENVIRONMENTAL DOCUMENTATION**

These services continue to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of these amendments will continue the current contracts services.

### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

6/2/2015

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rochelle Goff)  
County Counsel  
Executive Office Office of Affirmative Action  
Compliance (w/o enc.)

AMENDMENT 3 TO CONTRACT NO. 76597

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 1C  
FLORENCE/FIRESTONE

THIS AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WOODS MAINTENANCE SERVICE, INC., DBA GRAFFITI CONTROL SYSTEMS, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 76597 was entered into between the COUNTY and the CONTRACTOR, on June 10, 2008, to provide graffiti abatement services in Zero-Tolerance Graffiti Abatement Services - Zone 1C Florence/Firestone for a period of one year commencing on July 1, 2008, with four one-year renewal options; and

WHEREAS, on April 30, 2009, this Contract was amended to include photography of all graffiti vandalism in the Zone 1C areas of Florence/Firestone for analysis; and

WHEREAS, the COUNTY, in accordance with the motion passed by the Board of Supervisors on June 16, 2009, has negotiated with the CONTRACTOR to accept a cost reduction without any reduction in the goods and services provided to the COUNTY in exchange for two years Contract term extension; and

WHEREAS, the COUNTY has exercised all renewal options and the Contract is currently in its final option year; and

WHEREAS, the parties desire to extend the Contract on a month-to-month basis up to 12 months, at an aggregate annual amount not to exceed \$289,560 for Zone 1C, while the Department of Public Works completes the solicitation process for a replacement Contract; and

WHEREAS, CONTRACTOR is willing to continue to provide these services, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 76597 between them shall be amended as follows:

FIRST: CONTRACTOR shall provide continuous performance of this Contract starting on July 1, 2015, on a month-to-month basis up to the maximum period of  
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SECOND: This Contract's amount for the maximum 12-month period for Zero-Tolerance Graffiti Abatement Services Zone 1C - Florence/Firestone, at an aggregate annual amount up to \$289,560 for 12-month period or at a monthly amount of \$24,130, or such greater amount as the Board may approve.

**FOURTH:** Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

MARK J. SALADINO  
County Counsel

By \_\_\_\_\_  
Deputy

WOODS MAINTENANCE SERVICE,  
INC., DBA GRAFFITI CONTROL  
SYSTEMS

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

AMENDMENT 2 TO CONTRACT NO. 76605

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 2A  
FLORENCE/FIRESTONE

THIS AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WOODS MAINTENANCE SERVICE, INC., DBA GRAFFITI CONTROL SYSTEMS, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 76605 was entered into between the COUNTY and the CONTRACTOR, on June 10, 2008, to provide graffiti abatement services in Zero-Tolerance Graffiti Abatement Services - Zone 2A Florence/Firestone for a period of one year commencing on July 1, 2008, with four one-year renewal options; and

WHEREAS, the COUNTY, in accordance with the motion passed by the Board of Supervisors on June 16, 2009, has negotiated with the CONTRACTOR to accept a cost reduction without any reduction in the goods and services provided to the COUNTY in exchange for two years Contract term extension; and

WHEREAS, the COUNTY has exercised all renewal options and the Contract is currently in its final option year; and

WHEREAS, the parties desire to extend the Contract on a month-to-month basis up to 12 months, at an aggregate annual amount not to exceed \$267,900 for Zone 2A, while the Department of Public Works completes the solicitation process for a replacement Contract; and

WHEREAS, CONTRACTOR is willing to continue to provide these services, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 76605 between them shall be amended as follows:

FIRST: CONTRACTOR shall provide continuous performance of this Contract starting on July 1, 2015, on a month-to-month basis up to the maximum period of 12 months, unless the COUNTY provides written notice of nonrenewal at least 10 days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month. The rates specified in Form PW-2 (Schedule of Prices) apply to this Contract extension shall remain unchanged.



[illegible][illegible][illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

MARK J. SALADINO  
County Counsel

By \_\_\_\_\_  
Deputy

WOODS MAINTENANCE SERVICE,  
INC., DBA GRAFFITI CONTROL  
SYSTEMS

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

AMENDMENT 2 TO CONTRACT NO. 76606

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 3A  
FLORENCE/FIRESTONE

THIS AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WOODS MAINTENANCE SERVICE, INC., DBA GRAFFITI CONTROL SYSTEMS, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 76606 was entered into between the COUNTY and the CONTRACTOR, on June 10, 2008, to provide graffiti abatement services in Zero-Tolerance Graffiti Abatement Services - Zone 3A within the unincorporated COUNTY areas of Supervisorial District 3 for a period of one year commencing on July 1, 2008, with four one-year renewal options; and

WHEREAS, the COUNTY, in accordance with the motion passed by the Board of Supervisors on June 16, 2009, has negotiated with the CONTRACTOR to accept a cost reduction without any reduction in the goods and services provided to the COUNTY in exchange for two years Contract term extension; and

WHEREAS, the COUNTY has exercised all renewal options and the Contract is currently in its final option year; and

WHEREAS, the parties desire to extend the Contract on a month-to-month basis up to 12 months, at an aggregate annual amount not to exceed \$62,700 for Zone 3A, while the Department of Public Works completes the solicitation process for a replacement Contract; and

WHEREAS, CONTRACTOR is willing to continue to provide these services, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 76606 between them shall be amended as follows:

FIRST: CONTRACTOR shall provide continuous performance of this Contract starting on July 1, 2015, on a month-to-month basis up to the maximum period of 12 months, unless the COUNTY provides written notice of nonrenewal at least 10 days  
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**SECOND:** This Contract's amount for the maximum 12-month period for Zero-Tolerance Graffiti Abatement Services Zone 3A - unincorporated areas of Supervisorial District 3, at an aggregate amount up to \$62,700 for 12-month period or at a monthly amount of \$5,225, or such greater amount as the Board may approve.

**FOURTH:** Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

MARK J. SALADINO  
County Counsel

By \_\_\_\_\_  
Deputy

WOODS MAINTENANCE SERVICE,  
INC., DBA GRAFFITI CONTROL  
SYSTEMS

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name